

JS44 (Rev. 03/99)

## CIVIL COVER SHEET

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

## I (a) PLAINTIFFS

JAMES WAGNER AND SUZANNE WAGNER  
3818 VIOLET DRIVE, PHILADELPHIA, PA 19154

(b) COUNTY OF RESIDENCE OF FIRST LISTED PLAINTIFF  
PHILADELPHIA COUNTY, PENNSYLVANIA  
(EXCEPT IN U.S. PLAINTIFF CASES)

## DEFENDANTS

TARGET CORPORATION  
1000 NICOLLET MALL, MINNEAPOLIS, MINNESOTA 55403

COUNTY OF RESIDENCE OF FIRST LISTED DEFENDANT  
HENNEPIN COUNTY, MINNESOTA  
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED

## (c) ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

JAY L. EDELSTEIN, ESQUIRE  
EDELSTEIN LAW, LLP  
230 SOUTH BROAD STREET  
SUITE 900  
PHILADELPHIA, PA 19102  
(215) 893-9311

## ATTORNEYS (IF KNOWN)

FRANCIS J. GREY, JR., ESQUIRE  
LAVIN, O'NEIL, RICCI, CEDRONE & DISIPIO  
190 NORTH INDEPENDENCE MALL WEST, PHILADELPHIA, PA 19106  
SUITE 500  
(215) 627-0303

## II. BASIS OF JURISDICTION (PLACE AN "X" IN ONE BOX ONLY)

- ☐ 1 U.S. Government Plaintiff  
☐ 2 U.S. Government Defendant  
☐ 3 Federal Question (U.S. Government Not a Party)  
☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

## III. CITIZENSHIP OF PRINCIPAL PARTIES (PLACE AN "X" IN ONE BOX FOR PLAINTIFF AND ONE FOR DEFENDANT)

- |   |                                       |                            |   |                            |                                       |
|---|---------------------------------------|----------------------------|---|----------------------------|---------------------------------------|
|   | PTF                                   | DEF                        |   | PTF                        | DEF                                   |
| Citizen of This State                   | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in This State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |
| Citizen of Another State                | <input type="checkbox"/> 2            | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3            | <input type="checkbox"/> 3 | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |

## IV. NATURE OF SUIT (PLACE AN x IN ONE BOX ONLY)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability	<b>PERSONAL INJURY</b> <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input checked="" type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	<input type="checkbox"/> 442 Appeal <input type="checkbox"/> 423 Withdrawal 28 USC 157 <b>PROPERTY RIGHTS</b> <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark <b>SOCIAL SECURITY</b> <input type="checkbox"/> 861 HIA (139ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 891 Agricultural Arts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes <input type="checkbox"/> 890 Other Statutory Actions
<b>REAL PROPERTY</b> <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	<b>CIVIL RIGHTS</b> <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 440 Other Civil Rights	<b>PRISONER PETITIONS</b> <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 520 Habeas Corpus: General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Other	<b>LABOR</b> <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<b>FEDERAL TAX SUITS</b> <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS - Third Party 26 USC 7609

## V. ORIGIN

## (PLACE AN x IN ONE BOX ONLY)

- ☐ 1 Original Proceeding  
☒ 2 Removed from State Court  
☐ 3 Remanded from Appellate Court  
☐ 4 Reinstated or Reopened  
☐ 5 Transferred from another district (specify)  
☐ 6 Multidistrict Litigation  
☐ 7 Appeal to District Judge from Magistrate Judgment

## VI. CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE.

DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY) Negligence action; diversity pursuant to 28 U.S.C. §§ 1332, 1441, 1446

## VII. REQUESTED IN COMPLAINT:

CHECK IF THIS IS A  
☐ UNDER F.R.C.P. 23

## CLASS ACTION

## DEMAND \$

Check YES only if demanded in complaint:

JURY DEMAND ☐ YES ☒ NO

## VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE June 26, 2013

SIGNATURE OF ATTORNEY OF RECORD

*Francis J. Grey, Jr.*

## FOR OFFICE USE ONLY

RECEIPT # \_\_\_\_\_ AMOUNT \_\_\_\_\_ APPLYING IFP \_\_\_\_\_ JUDGE \_\_\_\_\_ MAG. JUDGE \_\_\_\_\_

UNITED STATES DISTRICT COURT

**IN THE UNITED STATES DISTRICT COURT**  
**FOR THE EASTERN DISTRICT OF PENNSYLVANIA—DESIGNATION FORM to be used by counsel to**  
**indicate the category of the case for the purpose of assignment to appropriate calendar.**

Address of Plaintiff: James and Suzanne Wagner, 3818 Violet Drive, Philadelphia, PA 19154

Address of Defendant: Target Corporation, 1000 Nicollet Mall, Minneapolis, MN 55403

Place of Accident, incident or Transaction: At or near 2113 Bleigh Avenue, Philadelphia, PA 19152  
*(Use Reverse Side for Additional Space)*

Does this case involve multidistrict litigation possibilities? Yes ☐ No ☒

**RELATED CASE IF ANY**

Case Number: \_\_\_\_\_ Judge: \_\_\_\_\_ Date Terminated: \_\_\_\_\_

Civil cases are deemed related when "yes" is answered to any of the following questions:

1. Is this case related to property included in an earlier numbered suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit pending or within one year previously terminated action in this court? Yes ☐ No ☒
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action in this court? Yes ☐ No ☒

CIVIL: (Place ☒ in ONE CATEGORY ONLY)

**A. Federal Question Cases:**

1. ☐ Indemnity Contract, Marine Contract, and All Other Contracts
2. ☐ FELA
3. ☐ Jones Act—Personal Injury
4. ☐ Antitrust
5. ☐ Patent
6. ☐ Labor-Management Relations
7. ☐ Civil Rights
8. ☐ Habeas Corpus
9. ☐ Securities Act(s) Cases
10. ☐ Social Security Review Cases
11. ☐ All other Federal Question Cases  
(Please specify \_\_\_\_\_)

**B. Diversity Jurisdiction Cases:**

1. ☐ Insurance Contract and Other Contracts
2. ☐ Airplane Personal Injury
3. ☐ Assault, Defamation
4. ☐ Marine Personal Injury
5. ☐ Motor Vehicle Personal Injury
6. ☐ Other Personal Injury (Please specify): Negligence
7. ☐ Products Liability
8. ☐ Products Liability—Asbestos
9. ☒ All other Diversity Cases  
(Please specify)  
Assault and Battery

**ARBITRATION CERTIFICATION**

(Check appropriate category)

I, \_\_\_\_\_ counsel of record, do hereby certify:

- ☐ Pursuant to Local Civil Rule 8, Section 4(a)(2), that, to the best of my knowledge and belief, the damages recoverable in this civil action case exceed the sum of \$150,000 exclusive of interest and cost;
- ☐ Relief other than monetary damages is sought.

DATE: [date] [attorney name] [attorney ID#]  
*Attorney-at-Law* *Attorney ID#*

**NOTE:** A trial de novo will be a trial by jury only if there has been compliance with F.R.C.P. 38.

I certify that, to my knowledge, the within case is not related to any case now pending or within one year previously terminated action in this court except as noted above.

DATE: June 26, 2013 Francis J. Grey, Jr., Esquire 56145  
*Attorney-at-Law* *Attorney ID#*

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

**CASE MANAGEMENT TRACK DESIGNATION FORM**

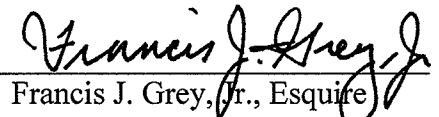
JAMES WAGNER AND SUZANNE WAGNER :  
H/W :  
 :  
 :  
 :  
 v. : CIVIL ACTION  
 :  
 :  
 TARGET CORPORATION D/B/A TARGET :  
AND TARGET CORP. and JOHN DOE(S) (1-2) :

In accordance with the Civil Justice Expense and Delay Reduction Plan of this court, counsel for plaintiff shall complete a Case Management Track Designation Form in all civil cases at the time of filing the complaint and serve a copy on all defendants. (See § 1:03 of the plan set forth on the reverse side of this form.) In the event that a defendant does not agree with the plaintiff regarding said designation, that defendant shall, with its first appearance, submit to the clerk of court and serve on the plaintiff and all other parties, a case management track designation form specifying the track to which that defendant believes the case should be assigned.

**SELECT ONE OF THE FOLLOWING CASE MANAGEMENT TRACKS**

- (a) Habeas Corpus – Cases brought under 28 U.S.C. §2241 through §2255. ☐
- (b) Social Security – Cases requesting review of a decision of the Secretary of Health and Human Services denying plaintiff Social Security Benefits. ☐
- (c) Arbitration – Cases required to be designated for arbitration under Local Civil Rule 8. ☐
- (d) Asbestos—Cases involving claims for personal injury or property damage from exposure to asbestos. ☐
- (e) Special Management – Cases that do not fall into tracks (a) through (d) that are commonly referred to as complex and that need special or intense management by the court. (See reverse side of this form for a detailed explanation of special management cases.) ☐
- (f) Standard Management – Cases that do not fall into any one of the other tracks. ☒

June 26, 2013  
(Date)

  
Francis J. Grey, Jr., Esquire  
Attorney-at-Law  
Attorney for Defendant,  
Target Corporation (incorrectly identified as  
“Target Corporation d/b/a Target and Target  
Corp.”)

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

JAMES WAGNER AND SUZANNE WAGNER, :  
H/W :

Plaintiffs, :

vs. :

TARGET CORPORATION D/B/A TARGET AND :  
TARGET CORP. AND JOHN DOE(S) (1-2) :

Defendant. :

NOTICE OF REMOVAL

TO THE HONORABLE CHIEF JUSTICE AND JUDGES OF THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA.

Target Corporation (incorrectly identified as “Target Corporation d/b/a Target and Target Corp.” and hereinafter “Target Corporation”), defendant in the matter of *James Wagner and Suzanne Wagner, H/W v. Target Corporation d/b/a Target and Target Corp. and John Doe(s) (1-2)*, February Term, 2013, No. 3151, hereby files this Notice of Removal for the removal of this action from the Philadelphia County Court of Common Pleas to the United States District Court for the Eastern District of Pennsylvania, pursuant to 28 U.S.C. §§ 1332, 1441 and 1446. There is complete diversity, the amount in controversy exceeds seventy-five thousand dollars, exclusive of interest and costs and this notice has been timely filed. In support thereof, Target Corporation avers as follows:

1. The above-entitled action was commenced in the Court of Common Pleas of Philadelphia County, on February 28, 2013 by the filing of a Praecipe to Issue a Writ of Summons. A copy of Plaintiffs’ Writ is attached as Exhibit A.

2. Following Target Corporation’s Praecipe for a Rule to File a Complaint filed on June 4, 2013, plaintiffs filed and served a Complaint on June 13, 2013. A copy of Target Corporation’s Praecipe for a Rule to File a Complaint is attached as Exhibit B. A copy of Plaintiffs’ Complaint is attached as Exhibit C.

3. This Notice of Removal is filed within thirty days after Target Corporation's receipt by service of the Complaint on June 13, 2013. 28 U.S.C. § 1446(b).

4. Plaintiffs, James and Suzanne Wagner are citizens of Pennsylvania residing at 3818 Violet Drive, Philadelphia County, Philadelphia, Pennsylvania. See Exhibit C, ¶ 1.

5. Target Corporation is neither incorporated nor maintains its principal place of business in the Commonwealth of Pennsylvania.

6. Target Corporation is a corporation organized and existing under the laws of the State of Minnesota, with its principal place of business in that State.

7. Pursuant to 28 U.S.C. § 1441(b)(1), in determining whether a civil action is removable on the basis of the jurisdiction under section 1332(a), "the citizenship of defendants sued under fictitious names *shall be* disregarded." (emphasis added)

8. At the time of the filing of the Plaintiff's Complaint and at the time of this removal, there is diversity of citizenship amongst the parties pursuant to 28 U.S.C. § 1332(a)(1).

9. In the Complaint Plaintiffs allege that James Wagner was "in the course and scope of his employment for the Philadelphia Police Department" when he was assaulted by an individual John Doe. See Exhibit C, ¶ 5.

10. Plaintiffs allege that James Wagner sustained numerous serious and permanent injuries, "including but not limited to severe trauma to his right eye, orbital fracture, stellate wound of the right eye, a dislocated intraocular lens, loss of sight, retinal hemorrhage, optic nerve sheath hemorrhage, loss of lens, loss of iris, acute/traumatic glaucoma, concussion, loss of memory, head, neck and back injury, and facial disfigurement and lacerations." Exhibit C, ¶¶ 11, 13.

11. Plaintiffs allege that Mr. Wagner has undergone five surgical procedures and that they have incurred various medical expenses, attaching what they claim is subrogation lien to their Complaint. See Exhibit C, ¶ 15.

12. Plaintiffs additionally allege, among other things, indefinite physical pain, aches, mental anguish, humiliation, inconveniences and loss of life's pleasures. Exhibit C, ¶ 18.

13. Based on Plaintiffs' claims, it is believed that the amount in controversy in this matter exceeds Seventy-Five Thousand Dollars (\$75,000.00), and satisfies the threshold for federal diversity jurisdiction. 28 U.S.C. § 1332(a) and § 1441(a).

14. Written notice of the filing of this Notice will be served on the adverse party as required by 28 U.S.C. §1446(d).

15. A copy of this Notice will be filed with the Prothonotary of the Court of Common Pleas of Philadelphia County, Pennsylvania, as provided by 28 U.S.C. §1446(d).

16. Pursuant to 28 U.S.C. §1446(a), all process, pleadings and orders are attached as Exhibit A, B, C and D (Plaintiffs' Writ of Summons, Target Corporation's Praecipe for a Rule to File a Complaint, Entry of Appearance and Jury Demand, Plaintiffs' Complaint and Case Management Order).

WHEREFORE, Target Corporation prays that it may effect the removal of this action from the Court of Common Pleas of Philadelphia County, Pennsylvania to the United States District Court for the Eastern District of Pennsylvania.

**LAVIN, O'NEIL, RICCI, CEDRONE & DiSIPIO**

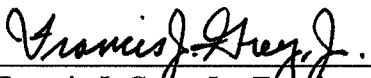
By: Francis J. Grey, Jr.  
Francis J. Grey, Jr. (No. 56145)  
190 N. Independence Mall West, Suite 500  
Philadelphia, PA 19106  
(215) 627-0303  
fgrey@lavin-law.com  
*Attorneys for Defendant,*  
*Target Corporation (incorrectly identified as*  
*"Target Corporation d/b/a Target and Target*  
*Corp.")*

Dated: June 26, 2013

**CERTIFICATE OF SERVICE**

I, Francis J. Grey, Jr., Esquire, do hereby certify that a true and correct copy of Target Corporation's Notice of Removal was filed and served via first class mail, postage pre-paid this 26th day of June, 2013 addressed as follows:

Jay L. Edelstein, Esquire  
Edelstein Law, LLP  
230 South Broad Street, Suite 900  
Philadelphia, PA 19102  
*Attorneys for Plaintiffs,  
James and Suzanne Wagner*

By:   
Francis J. Grey, Jr., Esquire

# EXHIBIT A



Court of Common Pleas of Philadelphia County  
Trial Division  
**Civil Cover Sheet**

		For Prothonotary Use Only (Docket Number)	
PLAINTIFF'S NAME JAMES WAGNER		<b>FEBRUARY 2013</b> E-Filing Number: 1302043791 <b>003151</b>	
PLAINTIFF'S ADDRESS 3818 VIOLET DRIVE PHILADELPHIA PA 19154		DEFENDANT'S NAME TARGET CORPORATION , ALIAS: TARGET CORP.	
PLAINTIFF'S NAME SUZANNE WAGNER		DEFENDANT'S ADDRESS 1000 NICOLLET MALL MINNEAPOLIS MN 55403	
PLAINTIFF'S ADDRESS 3818 VIOLET DRIVE PHILADELPHIA PA 19154		DEFENDANT'S NAME JOHN DOE(S) 1-2	
PLAINTIFF'S NAME		DEFENDANT'S ADDRESS UNKNOWN PHILADELPHIA PA	
PLAINTIFF'S ADDRESS		DEFENDANT'S NAME	
TOTAL NUMBER OF PLAINTIFFS 2		TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input checked="" type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other:		
CASE TYPE AND CODE 2B - ASSAULT, BATTERY			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		<b>FILED PROTHONOTARY FEB 28 2013</b>	
		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>JAMES WAGNER , SUZANNE WAGNER</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFFS/PETITIONER'S/APPELLANT'S ATTORNEY JAY L. EDELSTEIN		ADDRESS 230 S. BROAD ST. SUITE 900 PHILADELPHIA PA 19102	
PHONE NUMBER (215) 893-9311	FAX NUMBER (215) 893-9310		
SUPREME COURT IDENTIFICATION NO. 30227		E-MAIL ADDRESS JEdelstein@edelsteinlaw.com	
SIGNATURE OF FILING ATTORNEY OR PARTY JAY EDELSTEIN		DATE SUBMITTED Thursday, February 28, 2013, 02:42 pm	

**EDELSTEIN LAW, LLP**

BY: JAY L. EDELSTEIN, ESQUIRE

Identification No.: 30227

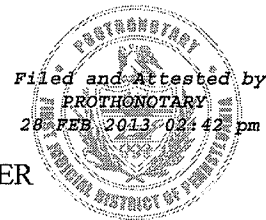
230 South Broad Street, Suite 900

Philadelphia, PA 19102

(215)893-9311/Fax: 215-893-9310

File No. 121.---

Attorney for Plaintiffs



MAJOR JURY MATTER

JAMES WAGNER AND  
SUZANNE WAGNER, H/W  
3818 Violet Drive  
Philadelphia, PA 19154

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

v.

TERM, 2013

TARGET CORPORATION d/b/a  
TARGET AND TARGET CORP.  
and JOHN DOE(S) (1-2)  
1000 Nicollet Mall  
Minneapolis, MN 55403

7400 Bustleton Avenue  
Philadelphia, PA 19152

NO.

c/o CT CORP SYSTEM  
1515 Market Street  
Philadelphia, PA 19102

**PRAECIPE TO ISSUE WRIT OF SUMMONS**

**2B – ASSAULT AND BATTERY**

TO THE PROTHONOTARY:

Kindly issue a Writ of Summons – Civil Action in the above-captioned matter.

EDELSTEIN LAW, LLP

By:

JAY L. EDELSTEIN, ESQUIRE

Attorney for Plaintiffs,

James Wagner and Suzanne Wagner, h/w

Date:

CP97

Commonwealth of Pennsylvania  
CITY AND COUNTY OF PHILADELPHIA

SUMMONS  
CITACION

James Wagner and Suzanne Wagner, h/w  
3818 Violet Drive  
Philadelphia, PA 19154

COURT OF COMMON PLEAS

\_\_\_\_\_ Term, 20\_\_\_\_\_

No. \_\_\_\_\_

vs.

Target Corporation d/b/a Target  
Target Corp. & John Doe(s) 1-2  
1000 Nicollet Mall  
Minneapolis, MN 55403

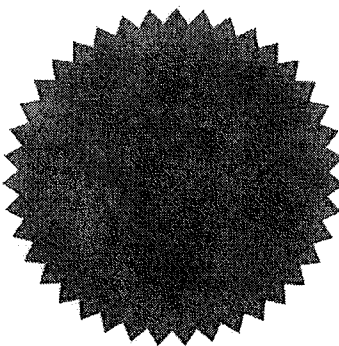
To<sup>(1)</sup>

Target Corporation d/b/a Target  
/Target Corp & JOHN DOE(S) 1-2  
1000 Nicollet Mall, MINN, MN 55403  
cc:  
7400 Bustleton Ave, Phila, PA 19152  
c/o CT CORP SYSTEM  
1515 Market St., Phila, PA 19102

You are notified that the Plaintiff<sup>(2)</sup>  
*Usted esta avisado que el demandante<sup>(2)</sup>*

James and Suzanne Wagner, h/w

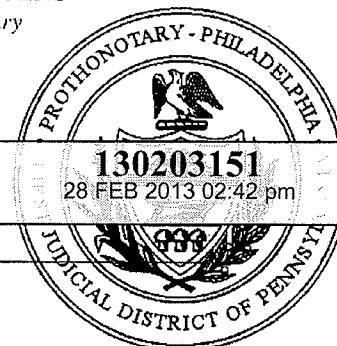
Has (have) commenced an action against you.  
*Ha (han) iniciado una accion en contra suya.*



JOSEPH H. EVERS  
Prothonotary

By \_\_\_\_\_

Date \_\_\_\_\_



<sup>(1)</sup> Name(s) of Defendant(s)

<sup>(2)</sup> Name(s) of Plaintiff(s)

**COURT OF COMMON PLEAS**

\_\_\_\_ Term, 20 \_\_\_\_ No. \_\_\_\_

James Wagner and Suzanne Wagner, h/w  
3818 Violet Drive  
Philadelphia, PA 19154

vs.

Target Corporation d/b/a Target  
Target Corp. & John Doe(s) 1-2  
1000 Niccollet Mall  
Minneapolis, MN 55403

**SUMMONS**

# **EXHIBIT B**

**LAVIN, O'NEIL, RICCI, CEDRONE & DiSIPIO**  
BY: Francis J. Grey, Jr., Esquire  
Identification No.: 56145  
190 North Independence Hall West, Suite 500  
6<sup>th</sup> & Race Streets  
Philadelphia, PA 19106  
(215) 627-0303

*Attorneys for defendant  
Target Corporation (incorrectly  
identified as Target Corporation d/b/a  
Target and Target Corp.)*

PROTHONOTARY  
04 JUN 2013 04:04 pm



JAMES WAGNER AND SUZANNE WAGNER, H/W :	PHILADELPHIA COUNTY
Plaintiffs,	COURT OF COMMON PLEAS
	FEBRUARY TERM 2013
-v.-	NO: 003151
TARGET CORPORATION d/b/a TARGET AND	
TARGET CORP. AND JOHN DOES (1-2)	
Defendants.	

**ENTRY OF APPEARANCE**

TO THE PROTHONOTARY:

Kindly enter my appearance on behalf of Target Corporation (incorrectly identified as "Target Corporation d/b/a Target and Target Corp.") in the above-captioned matter.

**LAVIN, O'NEIL, RICCI, CEDRONE & DiSIPIO**

BY: s/Francis J. Grey, Jr.  
FRANCIS J. GREY, JR., ESQUIRE  
*Attorneys for defendant,  
Target Corporation (incorrectly identified as  
Target Corporation d/b/a Target and Target  
Corp.)*

Date: June 4, 2013

CERTIFICATE OF SERVICE

I hereby certify that I will serve a true and correct copy of the Entry of Appearance in accordance with Pa.R.C.P. 440 on all parties not served electronically. All other parties will be electronically served by the court in accordance with Pa.R.C.P. 205.4(g).

Jay L. Edelstein, Esquire  
Edelstein Law, LLP  
230 South Broad Street, Suite 900  
Philadelphia, PA 1910s  
*Attorneys for Plaintiffs*

By: s/ Francis J. Grey, Jr.  
Francis J. Grey, Jr., Esq.

Dated: June 4, 2013

LAVIN, O'NEIL, RICCI, CEDRONE & DiSIPIO  
BY: Francis J. Grey, Jr., Esquire  
Identification No.: 56145  
190 North Independence Hall West, Suite 500  
6<sup>th</sup> & Race Streets  
Philadelphia, PA 19106  
(215) 627-0303

*Attorneys for defendant,  
Target Corporation (incorrectly  
identified as Target Corporation d/b/a  
Target and Target Corp.)*

JAMES WAGNER AND SUZANNE WAGNER, H/W :	PHILADELPHIA COUNTY
	COURT OF COMMON PLEAS
Plaintiffs,	
	FEBRUARY TERM 2013
-v.-	
	NO: 003151
TARGET CORPORATION d/b/a TARGET AND	
TARGET CORP. AND JOHN DOES (1-2)	
Defendants.	

**DEMAND FOR JURY TRIAL**

TO THE PROTHONOTARY:

A twelve member jury is hereby demanded in the above-captioned case by Target Corporation (incorrectly identified as "Target Corporation d/b/a Target and Target Corp.").

**LAVIN, O'NEIL, RICCI, CEDRONE & DiSIPIO**

BY: s/Francis J. Grey, Jr.  
FRANCIS J. GREY, JR., ESQUIRE  
*Attorneys for defendant,  
Target Corporation (incorrectly identified as  
Target Corporation d/b/a Target and Target  
Corp.)*

Date: June 4, 2013



CERTIFICATE OF SERVICE

I hereby certify that I will serve a true and correct copy of the Demand for Jury Trial in accordance with Pa.R.C.P. 440 on all parties not served electronically. All other parties will be electronically served by the court in accordance with Pa.R.C.P. 205.4(g).

Jay L. Edelstein, Esquire  
Edelstein Law, LLP  
230 South Broad Street, Suite 900  
Philadelphia, PA 1910s  
*Attorneys for Plaintiffs*

By: s/ Francis J. Grey, Jr.  
Francis J. Grey, Jr., Esquire

**LAVIN, O'NEIL, RICCI, CEDRONE & DiSIPIO**  
 BY: Francis J. Grey, Jr., Esquire  
 Identification No.: 56145  
 190 North Independence Hall West, Suite 500  
 6<sup>th</sup> & Race Streets  
 Philadelphia, PA 19106  
 (215) 627-0303

*Attorneys for defendant  
 Target Corporation (incorrectly  
 identified as Target Corporation d/b/a  
 Target and Target Corp.)*

04 JUN 2013 04:27 pm



JAMES WAGNER AND SUZANNE WAGNER, H/W :  
 Plaintiffs,  
 -v.-  
 TARGET CORPORATION d/b/a TARGET AND  
 TARGET CORP. AND JOHN DOES (1-2)  
 Defendants.

PHILADELPHIA COUNTY  
 COURT OF COMMON PLEAS  
 FEBRUARY TERM 2013  
 NO: 003151

**PRAECIPE FOR RULE TO FILE COMPLAINT**

TO THE PROTHONOTARY:

Please enter a Rule upon Plaintiffs to file a Complaint within twenty (20) days hereof or suffer the entry of Judgment of Non Pros.

**LAVIN, O'NEIL, RICCI, CEDRONE & DiSIPIO**

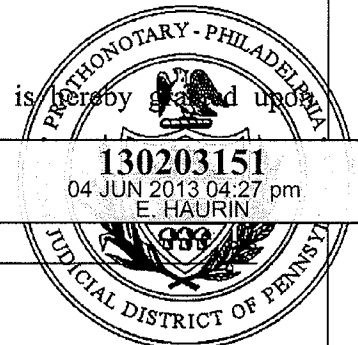
BY: s/Francis J. Grey, Jr.  
 FRANCIS J. GREY, JR., ESQUIRE  
*Attorneys for defendant,  
 Target Corporation (incorrectly identified as  
 Target Corporation d/b/a Target and Target  
 Corp.)*

Date: June 4, 2013

**RULE TO FILE COMPLAINT**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2013, a Rule is hereby granted upon plaintiffs to file a Complaint herein within twenty (20) days after service of a Judgment of Non Pros.

PROTHONOTARY



Case ID: 130203151

CERTIFICATE OF SERVICE

I hereby certify that I will serve a true and correct copy of the Praecipe for Rule to File a Complaint in accordance with Pa.R.C.P. 440 on all parties not served electronically. All other parties will be electronically served by the court in accordance with Pa.R.C.P. 205.4(g).

Jay L. Edelstein, Esquire  
Edelstein Law, LLP  
230 South Broad Street, Suite 900  
Philadelphia, PA 1910s  
*Attorneys for Plaintiffs*

By: s/ Francis J. Grey, Jr.  
Francis J. Grey, Jr., Esq.

Dated: June 4, 2013

# EXHIBIT C

File No. 121.020

EDELSTEIN LAW, LLP

BY: JAY L. EDELSTEIN, ESQUIRE

Identification No.: 30227

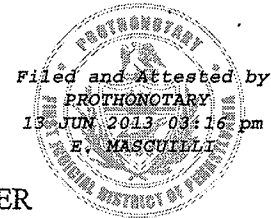
230 South Broad Street, Suite 900

Philadelphia, PA 19102

(215)893-9311/Fax: 215-893-9310

Attorney for Plaintiffs

MAJOR JURY MATTER



JAMES WAGNER AND  
SUZANNE WAGNER, H/W  
3818 Violet Drive  
Philadelphia, PA 19154

COURT OF COMMON PLEAS  
PHILADELPHIA COUNTY

v.

FEBRUARY TERM, 2013

TARGET CORPORATION d/b/a  
TARGET AND TARGET CORP.  
and JOHN DOE(S) (1-2)  
1000 Nicollet Mall  
Minneapolis, MN 55403

NO. 3151

**PLAINTIFFS' COMPLAINT IN CIVIL ACTION – 2B ASSAULT AND BATTERY**

1. Plaintiffs, James and Suzanne Wagner are adult individuals who reside at the address identified in the caption above.

2. Defendant, Target Corporation d/b/a Target and Target Corp. is a business entity or other quasi public corporation existing under the laws of the Commonwealth of Pennsylvania, and does business at the address(es) identified in the caption above including 7400 Bustleton Avenue Philadelphia, PA 19152.

4. Defendant, John Doe(s) (1-2), are adult individuals.

5. On or about March 1, 2011 Plaintiff, James Wagner was in the course and scope of his employment for the Philadelphia Police Department at or near the Target Store located at 7400 Bustleton Avenue, Philadelphia, PA when he was assaulted by an individual and/or individuals defendants John Doe(s) (1-2).

6. At all times relevant, defendants John Doe(s) (1-2) was a patron on the premises of the Target Store located at 7400 Bustleton Avenue, Philadelphia, PA.

7. At all relevant times hereto, Defendant, Target acted through their agents and employees and are vicariously liable for all conduct, acts, commissions and/or omissions occurring during the course and scope of said agents' and employees' agency or employment with the defendant corporations.

8. At all times relevant hereto, Defendant, Target had knowledge prior to this incident of dangerous conditions in and around their store located at 7400 Bustleton Avenue, Philadelphia, PA.

9. Defendant, Target failed to act immediately in either restraining or containing the assailant in the store with security allowing the assailant to exit the store unrestrained further endangering individuals in and around defendant's property.

**COUNT I**  
**JAMES AND SUZANNE WAGNER V. JOHN DOE(S) (1-2)**

10. Plaintiffs repeat each and every allegation of all proceeding paragraphs with same force and effect as if set forth herein at length.

11. At the aforementioned date and time, defendant John Doe(s) (1-2) assaulted Plaintiff James Wagner causing serious physical and emotional injuries, including but not limited to severe trauma to his right eye, orbital fracture, stellate wound of the right eye, a dislocated intraocular lens, loss of sight, retinal hemorrhage, optic nerve sheath hemorrhage, loss of lens, loss of iris, acute/traumatic glaucoma, concussion, loss of memory, head, neck and back injury, facial disfigurement and lacerations.

12. Plaintiff while in the course and scope of his employment responded to a call at the Target Store located at 7400 Bustleton Avenue, Philadelphia, PA. Upon arriving on the scene, John Doe(s) (1-2) struck Mr. Wagner with a weapon.

13. As a direct and proximate result of this incident, Plaintiff suffered serious bodily injuries which are permanent in nature.

14. Plaintiff has undergone five surgical procedures in an effort to repair his sight and will in the future require more surgeries.

15. As a further result of this incident, Plaintiff has been obligated to receive and undergo medical attention and care for his injuries, has incurred various expenses for said care, and will be obligated to continue to seek further medical attention and surgeries and expend such sums and to incur such expenditures for an indefinite time in the future. Therefore, Plaintiffs are entitled to recover any and all such medical expenses and costs. (*See Subrogation Lien Attached As Exhibit "A"*)

16. As a further result of this incident, Plaintiff has been unable to attend to his daily chores and duties and may be unable to do so for an indefinite period of time in the future.

17. As a further result of this incident, Plaintiff has and will continue to in the future incur other financial expenses or losses to which he is otherwise entitled to recover.

18. As a further result of this incident, Plaintiff has suffered severe physical pain, aches, mental anguish, humiliation, inconveniences, and loss of life's pleasures and he will continue to suffer same for an indefinite time in the future.

WHEREFORE, Plaintiff demands judgment in his favor and against defendant, for compensatory damages in an amount exceeding the limits of Compulsory Arbitration, plus attorney fees, costs and expenditures, sums, delay damages, Philadelphia Civil Rule \*212

damages, pre-judgment and post-judgment interest, and any further relief as is just and appropriate.

**COUNT II**  
**WAGNER V. TARGET CORPORATION D/B/A TARGET**  
**AND TARGET CORP. RESPONDIAT SUPERIOR**

19. Plaintiffs repeat each and every allegation of all preceding paragraphs with the same force and effect as if set forth here at length.

20. At all times relevant hereto, Defendant, Target had knowledge prior to this incident of dangerous conditions in and around their store located at 7400 Bustleton Avenue, Philadelphia, PA 19152.

21. The aforesaid incident resulted from the negligence and recklessness of defendants, Target Corporation d/b/a Target and Target Corp., John Doe(s) (1-2), herein and was due in no manner whatsoever to any act or failure to act on the part of Plaintiffs.

22. The negligence of defendant Target Corporation d/b/a Target and Target Corp., its agents, servants and employees consisted of the following:

- a. negligent hiring of agents, servants, workmen and/or employees;
- b. failing to secure their property with proper security, employees, agents, servants and/or workmen when the defendants knew or should have known of patrons and/or individuals with a violent disposition;
- c. failure to keep the defendant's establishment secure, orderly and reasonably well policed;
- d. failure of the defendants, agents and employees to maintain such order;
- e. failing to halt an atmosphere of disorder;
- f. failing to halt an atmosphere of threat; and
- g. failing to ensure that Plaintiff was properly protected from assault.



23. As a direct and proximate result of this incident, Plaintiff suffered serious and severe bodily injuries which are permanent in nature.

24. As a further result of this incident, Plaintiff has been obligated to receive and undergo medical attention and care for his injuries, and to incur various expenses for said care and will be obligated to continue to expend such sums and to incur such expenditures for an indefinite time in the future. Therefore, Plaintiff is entitled to recover any and all medical expenses and costs. (*See Exhibit "A"*)

25. As a further result of this incident, Plaintiff has been unable to attend to his daily chores and duties and may be unable to do so for an indefinite period of time in the future.

26. As a further result of this incident, Plaintiff has and will continue to in the future incur other financial expenses or losses to which he is otherwise entitled to recover.

27. As a further result of this incident, Plaintiff has suffered severe physical pain, aches, mental anguish, humiliation, inconveniences, and loss of life's pleasures and he will continue to suffer same for an indefinite time in the future.

WHEREFORE, Plaintiff demands judgment in his favor and against defendant, for compensatory damages in an amount exceeding the limits of Compulsory Arbitration, plus attorney fees, costs and expenditures, sums, delay damages, Philadelphia Civil Rule \*212 damages, pre-judgment and post-judgment interest, and any further relief as is just and appropriate.

**COUNT III**  
**WAGNER V. TARGET CORPORATION d/b/a**  
**TARGET AND TARGET CORP. – NEGLIGENCE**

28. Plaintiffs repeat each and every allegation of all proceeding paragraphs with same force and effect as if set forth herein at length.

29. At all times relevant hereto, Defendant, Target had knowledge prior to this incident of dangerous conditions in and around their store located at 7400 Bustleton Avenue, Philadelphia, PA.19152 and failed to address said dangerous conditions.

30. The negligence and recklessness of defendants, its agents, employees and/or servants consisted of the following:

- a. negligent hiring of agents, servants, workmen, security and/or employees;
- b. failing to hire employees, agents, servants, security and/or workmen when it knew or, in the exercise of due care, should have known of their dangerous and violent propensity in their store and inclination toward violent acts;
- c. failing to employee security, employees, agents, servants and/or workmen in which they would have secured the store in order that no significant contact with patrons and/or invitees lawfully upon and around the premises who would not otherwise be subject to direct violence and antisocial behavior;
- d. failure to keep the defendant's establishment orderly and reasonably well policed;
- e. failure of the defendants, security, agents and/or employees to maintain such order;
- f. failing to halt an atmosphere of disorder;
- g. failing to halt an atmosphere of threat; and
- h. failing to ensure that Plaintiff was properly protected from assault.

31. As a direct and proximate result of this incident, Plaintiff, suffered serious bodily injuries which are permanent in nature.

32. As a further result of this incident, Plaintiff has been obligated to receive and undergo medical attention and care for his injuries, and to incur various expenses for said care and will be obligated to continue to expend such sums and to incur such expenditures for an

indefinite time in the future. Therefore, Plaintiff is entitled to recover any and all medical expenses and costs. (*See Exhibit "A"*)

33. As a further result of this incident, Plaintiff has been unable to attend to his daily chores and duties and may be unable to do so for an indefinite period of time in the future.

34. As a further result of this incident, Plaintiff has and may continue to in the future incur other financial expenses or losses to which he is otherwise entitled to recover.

35. As a further result of this incident, Plaintiff has suffered severe physical pain, aches, mental anguish, humiliation, inconveniences, and loss of life's pleasures and he may continue to suffer same for an indefinite time in the future.

WHEREFORE, Plaintiff demands judgment in his favor and against defendant, for compensatory damages in an amount exceeding the limits of Compulsory Arbitration, plus attorney fees, costs and expenditures, sums, delay damages, Philadelphia Civil Rule \*212 damages, pre-judgment and post-judgment interest, and any further relief as is just and appropriate.

**COUNT IV**  
**WAGNER V. JOHN DOE(S) 1-2)**

36. Plaintiffs repeat each and every allegation of all proceeding paragraphs with same force and effect as if set forth herein at length.

37. At the aforementioned date and time defendant(s) intentionally assaulted Plaintiff.

38. At the aforementioned date and time defendant unintentionally but negligently caused bodily injury to Plaintiff.

39. At all times relevant hereto, Defendant, Target had knowledge prior to this incident of dangerous conditions in and around their store located at 7400 Bustleton Avenue, Philadelphia, PA 19152 and failed to address said dangerous condition(s).

40. At all relevant times hereto, Defendant, Target acted through their agents and employees and are vicariously liable for all conduct, acts, commissions and/or omissions occurring during the course and scope of said agents' and employees' agency or employment with the defendant corporations.

41. As a result of said assault Plaintiff suffered serious and permanent bodily injuries, including, but not limited to severe damage to the eye(s), head, neck, shoulders, arms, back, torso, hands and various other ills and injuries.

42. As a further result of this assault, Plaintiff has been obligated to receive and undergo medical attention and care for his injuries, and to incur various expenses for said care and will be obligated to continue to expend such sums and to incur such expenditures for an indefinite time in the future, therefore, Plaintiff is entitled to recover any and all medical expenses and costs. (*See Exhibit "A"*)

43. As a further result of this assault, Plaintiff has been unable to attend to his daily chores and duties and may be unable to do so for an indefinite period of time in the future.

44. As a further result of this assault, Plaintiff has and may continue to in the future incur other financial expenses or losses to which he is otherwise entitled to recover.

45. As a further result of this assault, Plaintiff has suffered severe physical pain, aches, mental anguish, humiliation, inconveniences, and loss of life's pleasures and he may continue to suffer same for an indefinite time in the future.

WHEREFORE, Plaintiff demands judgment in his favor and against defendant, for compensatory damages in an amount exceeding the limits of Compulsory Arbitration, plus attorney fees, costs and expenditures, sums, delay damages, Philadelphia Civil Rule \*212 damages, pre-judgment and post-judgment interest, and any further relief as is just and appropriate.

**COUNT V**  
**WAGNER V. JOHN DOE(S) (1-2 RESPONDEAT SUPERIOR**

46. Plaintiffs repeat each and every allegation of all preceding paragraphs with the same force and effect as if set forth here at length.

47. At all times relevant hereto, Defendant, Target had knowledge prior to this incident of dangerous conditions in and around their store located at 7400 Bustleton Avenue, Philadelphia, PA.19152 and failed to address said dangerous conditions.

48. The aforesaid incident resulted from the negligence and recklessness of defendant, Target, herein and was due in no manner whatsoever to any act or failure to act on the part of Plaintiffs.

49. The negligence and recklessness of defendant, Target, their agents, servants, and employees consisted of the following:

- a. negligent hiring of agents, servants, workmen, security and/or employees;
- b. failing to hire employees, agents, servants, security and/or workmen when it knew or, in the exercise of due care, should have known of their dangerous and violent propensity in their store and inclination toward violent acts;
- c. failing to employee security, employees, agents, servants and/or workmen in which they would have secured the store in order that no significant contact with patrons; and/or
- d. failure to keep the defendant's establishment orderly and reasonably well policed;
- e. failure of the defendants, security, agents and/or employees to maintain such order;
- f. failing to halt an atmosphere of disorder;
- g. failing to halt an atmosphere of threat; and
- h. failing to ensure that Plaintiffs was properly protected from assault.

50. As a direct and proximate result of this incident, Plaintiff suffered serious and severe bodily injuries which are permanent in nature, including, but not limited to: injuries to the eye(s), head, neck, shoulders, arms, back, torso, hands and various other ills and injuries.

51. As a further result of this incident, Plaintiff has been obligated to receive medical attention and care for his injuries, and to incur various expenses for said care and will be obligated to continue to expend such sums and expenditures for an indefinite time in the future. Therefore, Plaintiff is entitled to recover any and all medical expenses and costs. (*See Exhibit "A"*)

52. As a further result of this incident, Plaintiff has been unable to attend to his daily chores, duties, and occupations, and may be unable to do so for an indefinite period of time in the future.

53. As a further result of the incident, Plaintiff has suffered a severe loss of wages and loss of earning capacity and may continue to do so for an indefinite time in the future.

54. As a further result of the incident, Plaintiff has or may continue to in the future incur other financial expenses or losses to which he is entitled to recover.

55. As a further result of this incident, Plaintiff has suffered severe physical pain, aches, fear, mental anguish, humiliation, inconveniences, and loss of life's pleasures and may continue to suffer the same for an indefinite time in the future.

WHEREFORE, Plaintiff demands judgment in his favor and against defendants, for compensatory damages in an amount exceeding the limits of Compulsory Arbitration, plus attorney's fees, costs and expenditures, sums, delay damages, Philadelphia Civil Rule \*212 damages, pre-judgment and post-judgment interest, and any further relief as is just and appropriate.

**COUNT VI**  
**WAGNER V. JOHN DOE(S) (1-2) – ASSAULT**

56. Plaintiffs repeat each and every allegation of all proceeding paragraphs with same force and effect as if set forth herein at length.

57. At all times relevant hereto, Defendant, Target had knowledge prior to this incident of dangerous conditions in and around their store located at 7400 Bustleton Avenue, Philadelphia, PA 19152 and failed to address said dangerous conditions.

58. At the aforementioned date and time, defendant John Doe(s) (1-2) assaulted Plaintiff Wagner causing serious physical and emotional injuries.

59. As a direct and proximate result of this incident, Plaintiff suffered serious bodily injuries which are permanent in nature.

60. As a further result of this incident, Plaintiff has been obligated to receive and undergo medical attention and care for his injuries, and to incur various expenses for said care and will be obligated to continue to expend such sums and to incur such expenditures for an indefinite time in the future. Therefore, Plaintiff is entitled to recover any and all medical expenses and costs. (*See Exhibit "A"*)

61. As a further result of this incident, Plaintiff has been unable to attend to his daily chores and duties and may be unable to do so for an indefinite period of time in the future.

62. As a further result of this incident, Plaintiff has and may continue to in the future incur other financial expenses or losses to which he is otherwise entitled to recover.

63. As a further result of this incident, Plaintiff has suffered severe physical pain, aches, mental anguish, humiliation, inconveniences, and loss of life's pleasures and he may continue to suffer same for an indefinite time in the future.

WHEREFORE, Plaintiff demands judgment in his favor and against defendant, for compensatory damages in an amount exceeding the limits of Compulsory Arbitration, plus

attorney fees, costs and expenditures, sums, delay damages, Philadelphia Civil Rule \*212 damages, pre-judgment and post-judgment interest, and any further relief as is just and appropriate.

**COUNT VII - RECKLESSNESS**

64. Plaintiffs repeat each and every allegation of all proceeding paragraphs with same force and effect as if set forth herein at length.

65. Defendant Target, prior to this incident had numerous occurrences of dangerous conditions and/or individuals on/at their premises including but not limited to shoplifting and assaults which is the subject of this action, known, and/or had reason to know, that the Target Store located at 7400 Bustleton Avenue, Philadelphia, PA was a high crime area as to pose a clear and present danger to the patrons and/or invitees who would reasonably be expected to come into their store.

66. At all times relevant hereto, Defendant, Target had knowledge prior to this incident of dangerous conditions in and around their store located at 7400 Bustleton Avenue, Philadelphia, PA 19152 and failed to address said dangerous conditions.

67. Despite actual knowledge of the dangerous propensities in and around the area of the Target Store located at 7400 Bustleton Avenue, Philadelphia, PA, Defendant, Target failed to employ security to ensure the safety of invitees lawfully in and around their property.

68. Defendant Target recklessly failed to put in place necessary safeguards such as careful monitoring and security measures, despite actual knowledge of the extraordinary risks that innocent invitees could and/or would likely suffer severe physical harm.



69. Even when informed that Defendant Target was in need of security due to the high traffic of crime in and on their property, Defendant Target failed to put into place a security detail to take any actions to investigate and/or better supervise the Target Store in question.

70. As a direct and proximate result of the Defendants' reckless misconduct to properly secure their store, Plaintiff sustained the injuries set forth in this Complaint.

WHEREFORE, Plaintiff demands damages against Defendant Target Corporation d/b/a Target and Target Corp. and John Does(s) (1-2), in an amount in excess of fifty thousand (\$50,000.00) dollars, together with punitive damages, interest, and damages for pre-judgment and post-judgment interest, and any further relief as is just and appropriate.

**COUNT VIII - LOSS OF CONSORTIUM**  
**PLAINTIFF, SUZANNE WAGNER V. DEFENDANTS, TARGET CORPORATION d/b/a**  
**TARGET AND TARGET CORP. and JOHN DOE(S) (1-2)**

71. Plaintiff, Suzanne Wagner, incorporates by reference herein as though fully set forth at length the averments contained within paragraphs 1 through 70.

72. At all times relevant hereto, Suzanne Wagner has been and is the spouse of Plaintiff, James J. Wagner.

73. As a direct and proximate result of the conduct of Defendants, as described above, and the resultant injuries and damages to Plaintiff, James J. Wagner, Plaintiff, Suzanne Wagner, has suffered and will suffer in the future, a loss of society, services, companionship, comfort, guidance, physical assistance, and the consortium of her spouse.

WHEREFORE, Plaintiffs demands judgment in their favor and against defendant, for compensatory damages in an amount exceeding the limits of Compulsory Arbitration, plus attorney fees, costs and expenditures, sums, delay damages, Philadelphia Civil Rule \*212

damages, pre-judgment and post-judgment interest, and any further relief as is just and appropriate.

**EDELSTEIN LAW, LLP**

BY: 

JAY L. EDELSTEIN, ESQUIRE  
Attorney for Plaintiffs



PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 22 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 22  
 FIRST NAME JAMES J END DATE 03/06/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 03/11/11

		DEDUCTIONS			
REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	786.87	FOP	20.19	RATE 1 TIME	00700 1608.58
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	3084.84			C 1 TIME & 1/2	00114 646.30
PENSION B	120.38			J 1 HEART/LUNG	00300 689.39
DEF COMP	50.00				
11 FED TAX	255.46				
12 ST. TAX	73.54				
13 CITY WAGE	121.17				
14 F.I.C.A.				POLICE STRESS	140.57
15 PAUC TAX	1.92			POLICE MEALS	
16 MEDICARE	34.73			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2402.05

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 23 YR: 2011 SPECIAL: PAGE 8  
LAST NAME WAGNER LAST PAY PERIOD PAID 23  
FIRST NAME JAMES J END DATE 03/20/11  
DEPARTMENT 11-NA-41-02 DIST DATE 03/25/11

		DEDUCTIONS			
REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	109.71	FOP	20.19	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS	24.00			RATE 3 TIME	
TOTAL GROSS	2431.68			J 1 HEART/LUNG 01000	2297.97
PENSION B	120.38				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	4.10				
13 CITY WAGE	95.52				
14 F.I.C.A.				POLICE STRESS	109.71
15 PAUC TAX	0.11			POLICE MEALS	
16 MEDICARE	1.94			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2112.04

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 24 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 24  
 FIRST NAME JAMES J END DATE 04/03/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 04/08/11

		DEDUCTIONS			
REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	109.71	FOP	20.19	RATE 1 TIME 00100	229.80
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2407.68			J 1 HEART/LUNG 00900	2068.17
PENSION B	120.38				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	10.42				
13 CITY WAGE	94.57				
14 F.I.C.A.				POLICE STRESS	109.71
15 PAUC TAX	0.27			POLICE MEALS	
16 MEDICARE	4.92			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2101.53

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 25 YR: 2011 SPECIAL: PAGE 8  
LAST NAME WAGNER LAST PAY PERIOD PAID 25  
FIRST NAME JAMES J END DATE 04/17/11  
DEPARTMENT 11-NA-41-02 DIST DATE 04/21/11

		DEDUCTIONS			
REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	109.71	FOP	20.19	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS	24.00			RATE 3 TIME	
TOTAL GROSS	2431.68			J 1 HEART/LUNG 01000	2297.97
PENSION B	120.38				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	4.10				
13 CITY WAGE	95.52				
14 F.I.C.A.				POLICE STRESS	109.71
15 PAUC TAX	0.11			POLICE MEALS	
16 MEDICARE	1.94			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2112.04
				CHECK NUMBER	0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 26 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 26  
 FIRST NAME JAMES J END DATE 05/01/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 05/06/11

## DEDUCTIONS

REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	109.71	FOP	20.19	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2407.68			J 1 HEART/LUNG 01000	2297.97
PENSION B	120.38				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.37				
13 CITY WAGE	94.57				
14 F.I.C.A.				POLICE STRESS	109.71
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.59			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2112.09

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS



PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 1 YR: 2011 SPECIAL: PAGE 8  
LAST NAME WAGNER LAST PAY PERIOD PAID 1  
FIRST NAME JAMES J END DATE 05/15/11  
DEPARTMENT 11-NA-41-02 DIST DATE 05/20/11

		DEDUCTIONS			
REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	109.71	FOP	20.19	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS	24.00			RATE 3 TIME	
TOTAL GROSS	2431.68			J 1 HEART/LUNG 01000	2297.97
PENSION B	120.38				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	4.10				
13 CITY WAGE	95.52				
14 F.I.C.A.				POLICE STRESS	109.71
15 PAUC TAX	0.11			POLICE MEALS	
16 MEDICARE	1.94			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2112.04

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 2 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 2  
 FIRST NAME JAMES J END DATE 05/29/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 06/03/11

		DEDUCTIONS			
REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	109.71	FOP	20.19	RATE 1 TIME	00300 689.39
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2407.68			J 1 HEART/LUNG	00700 1608.58
PENSION B	120.38				
DEF COMP	50.00				
11 FED TAX	32.47				
12 ST. TAX	24.53				
13 CITY WAGE	94.57				
14 F.I.C.A.				POLICE STRESS	109.71
15 PAUC TAX	0.64			POLICE MEALS	
16 MEDICARE	11.59			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2047.91

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 3 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 3  
 FIRST NAME JAMES J END DATE 06/12/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 06/17/11

		DEDUCTIONS			
REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	109.71	FOP	20.19	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS	24.00			RATE 3 TIME	
TOTAL GROSS	2431.68			J 1 HEART/LUNG 01000	2297.97
PENSION B	120.38				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	4.10				
13 CITY WAGE	95.52				
14 F.I.C.A.				POLICE STRESS	109.71
15 PAUC TAX	0.11			POLICE MEALS	
16 MEDICARE	1.94			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2112.04

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 4 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 4  
 FIRST NAME JAMES J END DATE 06/26/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 07/01/11

		DEDUCTIONS			
REG GROSS	2297.97	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	109.71	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER	15.00	RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2407.68			J 1 HEART/LUNG 01000	2297.97
PENSION B	120.38				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.37				
13 CITY WAGE	94.57				
14 F.I.C.A.				POLICE STRESS	109.71
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.59			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2092.91

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS



PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 6 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 6  
 FIRST NAME JAMES J END DATE 07/24/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 07/29/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS	0.37	EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2480.28			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.48				
13 CITY WAGE	97.43				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.64			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.87

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 7 YR: 2011 SPECIAL: PAGE 8  
LAST NAME WAGNER LAST PAY PERIOD PAID 7  
FIRST NAME JAMES J END DATE 08/07/11  
DEPARTMENT 11-NA-41-02 DIST DATE 08/12/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS	24.00			RATE 3 TIME	
TOTAL GROSS	2503.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	4.21				
13 CITY WAGE	98.35				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.11			POLICE MEALS	
16 MEDICARE	1.99			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.48

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 8 YR: 2011 SPECIAL: PAGE 8  
LAST NAME WAGNER LAST PAY PERIOD PAID 8  
FIRST NAME JAMES J END DATE 08/21/11  
DEPARTMENT 11-NA-41-02 DIST DATE 08/26/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2479.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.47				
13 CITY WAGE	97.41				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.64			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.53

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS



PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 9 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 9  
 FIRST NAME JAMES J END DATE 09/04/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 09/09/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS	24.00			RATE 3 TIME	
TOTAL GROSS	2503.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	4.21				
13 CITY WAGE	98.35				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.11			POLICE MEALS	
16 MEDICARE	1.99			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.48
				CHECK NUMBER	0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 10 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 10  
 FIRST NAME JAMES J END DATE 09/18/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 09/23/11

## DEDUCTIONS

REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2479.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.47				
13 CITY WAGE	97.41				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.64			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.53

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 11 YR: 2011 SPECIAL: PAGE 8  
LAST NAME WAGNER LAST PAY PERIOD PAID 11  
FIRST NAME JAMES J END DATE 10/02/11  
DEPARTMENT 11-NA-41-02 DIST DATE 10/07/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA		VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS				RATE 3 TIME	
TOTAL GROSS	2479.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.47				
13 CITY WAGE	97.41				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.64			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2178.93

CHECK NUMBER 00000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 12 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 12  
 FIRST NAME JAMES J END DATE 10/16/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 10/21/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA		VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE		RATE 3 TIME	
TOTAL GROSS	2479.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.47				
13 CITY WAGE	97.41				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.64			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2178.93

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 13 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 13  
 FIRST NAME JAMES J END DATE 10/30/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 11/04/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS	24.00			RATE 3 TIME	
TOTAL GROSS	2503.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	4.21				
13 CITY WAGE	98.35				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.11			POLICE MEALS	
16 MEDICARE	1.99			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.48

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 14 YR: 2011 SPECIAL: PAGE 8  
LAST NAME WAGNER LAST PAY PERIOD PAID 14  
FIRST NAME JAMES J END DATE 11/13/11  
DEPARTMENT 11-NA-41-02 DIST DATE 11/18/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2479.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.47				
13 CITY WAGE	97.41				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.64			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.53

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 15 YR: 2011 SPECIAL: PAGE 8  
LAST NAME WAGNER LAST PAY PERIOD PAID 15  
FIRST NAME JAMES J END DATE 11/27/11  
DEPARTMENT 11-NA-41-02 DIST DATE 12/02/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS	24.00			RATE 3 TIME	
TOTAL GROSS	2503.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	4.21				
13 CITY WAGE	98.35				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.11			POLICE MEALS	
16 MEDICARE	1.99			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.48

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS

PG/ N EMPLOYEE CHECK STUB: 226959 PERIOD: 16 YR: 2011 SPECIAL: PAGE 8  
 LAST NAME WAGNER LAST PAY PERIOD PAID 16  
 FIRST NAME JAMES J END DATE 12/11/11  
 DEPARTMENT 11-NA-41-02 DIST DATE 12/16/11

		DEDUCTIONS			
REG GROSS	2366.90	PBA	3.40	VAC BUY BACK	
PREMIUM/OT	113.01	FOP	24.37	RATE 1 TIME	
ADJUSTMENTS		EMER		RATE 2 TIME	
BENEFITS		ALIFE	2.00	RATE 3 TIME	
TOTAL GROSS	2479.91			J 1 HEART/LUNG 01000	2366.90
PENSION B	124.00				
DEF COMP	50.00				
11 FED TAX					
12 ST. TAX	3.47				
13 CITY WAGE	97.41				
14 F.I.C.A.				POLICE STRESS	113.01
15 PAUC TAX	0.09			POLICE MEALS	
16 MEDICARE	1.64			NET ADJUSTMENT	
19 E.I.C.				NET PAY	2173.53

CHECK NUMBER 0000000

PF1/13 MAIN MENU

PF2/14 PREVIOUS MENU

PF3/15 FULL DETAILS



## Payment History by Claim

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Payment History for Claim 405-111-0217964 CO Payments Only						
Check #	Transaction Date	Payee	Payment Code	Service From	Service Thru	Amount
1321402	03/08/2013	JAMES WAGNER	52-DISFIGUREMENT	02/20/2013	02/20/2013	\$19,305.00
1321403	03/08/2013	MULVEY FLANAGAN & BUDNEY PC	30-FEE TO CLMT'S ATTY PER AWARD	02/20/2013	02/20/2013	\$2,145.00
1321404	03/08/2013	MULVEY FLANAGAN & BUDNEY PC	E3-CLAIMANT ATT LITIGATION COSTS	02/20/2013	02/20/2013	\$367.30
1258888	01/31/2012	JAMES WAGNER	TP-TPD	11/03/2011	11/17/2011	\$322.22
Total:						\$22,139.52

## Payment History by Claim

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Payment History for Claim 405-111-0217964 ME Payments Only						<input checked="" type="checkbox"/>
Check #	Transaction Date	Payee	Payment Code	Service From	Service Thru	Amount
6421223	01/15/2013	JEFFERSON UNIVERSITY PHYSICIANS	20-RADIOLOGICAL STUDIES	03/02/2011	03/02/2011	\$137.68
6398351	09/19/2012	OPHTHALMIC PARTNERS OF PA	MD-DOCTOR VISIT	08/29/2012	08/29/2012	\$68.49
5374366	05/22/2012	OPHTHALMIC PARTNERS OF PA	84-PHYSICIAN-OPHTHAMOLOGIST	04/25/2012	04/25/2012	\$68.49
6369652	05/01/2012	WILLS EYE EMERGENCY ROOM	84-PHYSICIAN-OPHTHAMOLOGIST	03/01/2011	03/01/2011	\$389.99
6369368	04/30/2012	WILLS EYE OPHTHALMIC CLINIC	MD-DOCTOR VISIT	03/18/2011	03/18/2011	\$136.64
5356372	02/14/2012	JEFFERSON UNIVERSITY PHYSICIANS	MD-DOCTOR VISIT	03/18/2011	03/18/2011	\$165.00
5353521	01/31/2012	JEFFERSON UNIVERSITY PHYSICIANS	20-RADIOLOGICAL STUDIES	03/02/2011	03/02/2011	\$16.90
5349209	01/11/2012	WILLS EYE OPHTHALMIC CLINIC	84-PHYSICIAN-OPHTHAMOLOGIST	10/19/2011	10/19/2011	\$169.66
5347702	01/05/2012	CARL ROSENBAUM MD PC	MD-DOCTOR VISIT	11/04/2011	11/04/2011	\$108.73
5347738	01/05/2012	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	11/23/2011	11/23/2011	\$68.91
5346943	12/30/2011	MAIN LINE SURGERY CENTER LLC	AS-AMBULATORY SURGERY	11/17/2011	11/17/2011	\$1,982.18
5346304	12/28/2011	OPHTHALMIC PARTNERS OF PA	MD-DOCTOR VISIT	11/17/2011	11/17/2011	\$1,378.55
5345932	12/27/2011	RANOCAS ANESTHESIOLOGY PA	07-EMERGENCY ROOM TREATMENT	11/17/2011	11/17/2011	\$514.17
5344830	12/19/2011	SCRIPNET	01-PHARMACY	12/05/2011	12/05/2011	\$165.94
5344830	12/19/2011	SCRIPNET	01-PHARMACY	12/05/2011	12/05/2011	\$16.60
5344701	12/16/2011	SPAETH KATZ/MYERS RHEE PC	MD-DOCTOR VISIT	11/18/2011	11/18/2011	\$41.00
5344062	12/13/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	11/03/2011	11/03/2011	\$58.91
5342751	12/01/2011	SCRIPNET	01-PHARMACY	11/21/2011	11/21/2011	\$110.00
5341715	11/28/2011	SCRIPNET	01-PHARMACY	11/09/2011	11/09/2011	\$91.53
5341838	11/28/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	10/20/2011	10/20/2011	\$58.91
5341210	11/22/2011	OPHTHALMIC PARTNERS OF PA	MD-DOCTOR VISIT	10/19/2011	10/19/2011	\$216.04
5338576	11/09/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	09/26/2011	09/26/2011	\$58.91
5337651	11/02/2011	WILLS EYE OPHTHALMIC CLINIC	MD-DOCTOR VISIT	09/15/2011	09/15/2011	\$66.26
5333589	10/07/2011	EDMONDS & ASSOICATES	MD-DOCTOR VISIT	09/12/2011	09/12/2011	\$66.25
5332785	10/04/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	08/28/2011	08/28/2011	\$58.91
5329283	09/13/2011	EDMONDS & ASSOCIATES	MD-DOCTOR VISIT	08/11/2011	08/11/2011	\$66.25
5327495	09/07/2011	SPAETH/KATZ PC	MD-DOCTOR VISIT	08/10/2011	08/10/2011	\$79.90
5327544	08/07/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	07/26/2011	07/26/2011	\$58.91
5322485	08/16/2011	KEYSTONE QUALITY TRANSPORT	13-AMBULANCE	03/01/2011	03/01/2011	\$330.05
5320394	08/04/2011	EDMONDS & ASSOCIATES	MD-DOCTOR VISIT	06/17/2011	06/17/2011	\$199.90
5320222	08/03/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	06/28/2011	06/28/2011	\$58.91
5314877	07/13/2011	EDMONDS & ASSOCIATES	MD-DOCTOR VISIT	06/17/2011	06/17/2011	\$297.13
5314900	07/13/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	05/31/2011	05/31/2011	\$58.91
5310162	06/17/2011	ARIA HEALTH PHYSICIAN SVC	82-PHYSICIAN-ORTHOPEDIC	05/11/2011	05/11/2011	\$58.91
5309811	06/16/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	04/27/2011	04/27/2011	\$58.91
5305313	05/24/2011	THOMAS JEFFERSON UNIVERSITY HOSPITALS	HP-HOSPITAL - INPATIENT	03/18/2011	03/20/2011	\$10,252.81

<http://144.42.9.95/claimweb/reports/claimpayments.asp>

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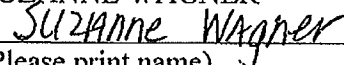
5302680	05/12/2011	SCRIPNET	01-PHARMACY	05/01/2011	05/01/2011	\$17.80
5301845	05/08/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	03/30/2011	03/30/2011	\$58.91
5301830	05/06/2011	SPAETH KATZ/MYERS RHEE PC	09-DOCTOR FEE-SURGICAL	03/19/2011	03/19/2011	\$3,071.80
5301848	05/06/2011	ARIA HEALTH PHYSICIAN SVC	15-PHYSICAL THERAPY	04/13/2011	04/13/2011	\$58.91
5301090	05/03/2011	THOMAS JEFFERSON UNIVERSITY HOSPITALS	HP-HOSPITAL - INPATIENT	03/02/2011	03/04/2011	\$11,038.14
5299782	04/27/2011	THOMAS JEFFERSON UNIVERSITY HOSPITALS	HP-HOSPITAL - INPATIENT	03/06/2011	03/09/2011	\$9,334.08
5299307	04/25/2011	WILLS EYE OPHTHALMIC CLINIC	09-DOCTOR FEE-SURGICAL	03/03/2011	03/03/2011	\$1,447.65
5298901	04/25/2011	RANOCAS ANESTHESIOLOGY PA	05-ANESTHESIOLOGIST	03/07/2011	03/07/2011	\$524.34
5298044	04/25/2011	ARIA HEALTH PHYSICIAN SVC	MD-DOCTOR VISIT	03/16/2011	03/16/2011	\$92.83
5298017	04/25/2011	EINSTEIN PRACTICE PLAN INC	MD-DOCTOR VISIT	03/01/2011	03/01/2011	\$177.19
5298902	04/25/2011	RANOCAS ANESTHESIOLOGY PA	05-ANESTHESIOLOGIST	03/19/2011	03/19/2011	\$603.98
5299016	04/25/2011	EINSTEIN PRACTICE PLAN INC	MD-DOCTOR VISIT	03/01/2011	03/01/2011	\$105.60
5298809	04/20/2011	WEOC ER	04-PHYSICIAN-OPHTHALMOLOGIST	03/06/2011	03/06/2011	\$92.39
5298124	04/19/2011	EINSTEIN PRACTICE PLAN INC	20-RADIOLOGICAL STUDIES	03/01/2011	03/01/2011	\$16.41
5298125	04/19/2011	EINSTEIN PRACTICE PLAN INC	20-RADIOLOGICAL STUDIES	03/01/2011	03/01/2011	\$188.45
5298126	04/19/2011	EINSTEIN PRACTICE PLAN INC	20-RADIOLOGICAL STUDIES	03/01/2011	03/01/2011	\$105.34
5298034	04/19/2011	RETINOVITREOUS ASSOCIATES LTD	MD-DOCTOR VISIT	03/07/2011	03/07/2011	\$2,549.66
5296091	04/07/2011	ALBERT EINSTEIN MED CTR	HI-HOSPITAL - OUTPATIENT	03/01/2011	03/01/2011	\$3,187.20
5294714	04/01/2011	RANOCAS ANESTHESIOLOGY PA	05-ANESTHESIOLOGIST	03/03/2011	03/03/2011	\$547.58
5292459	03/24/2011	SCRIPNET	01-PHARMACY	03/11/2011	03/11/2011	\$18.94
5290638	03/17/2011	SCRIPNET	01-PHARMACY	03/04/2011	03/04/2011	\$11.27
5290638	03/17/2011	SCRIPNET	01-PHARMACY	03/04/2011	03/04/2011	\$86.57
5290638	03/17/2011	SCRIPNET	01-PHARMACY	03/05/2011	03/05/2011	\$84.48
5290638	03/17/2011	SCRIPNET	01-PHARMACY	03/05/2011	03/05/2011	\$44.23
5290638	03/17/2011	SCRIPNET	01-PHARMACY	03/05/2011	03/05/2011	\$16.60
5290638	03/17/2011	SCRIPNET	01-PHARMACY	03/05/2011	03/05/2011	\$10.19
5290638	03/17/2011	SCRIPNET	01-PHARMACY	03/05/2011	03/05/2011	\$101.99
Total:						\$51,300.37

VERIFICATION

The averments or denials of facts contained in the foregoing are true based upon the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, signer has been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but signer has knowledge or information sufficient to form a belief that one of them is true. The language of this pleading is that of counsel and not of signer. This verification is made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

  
(Signature)

SUZANNE WAGNER

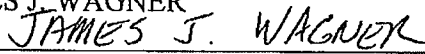
  
(Please print name)

DATE: 6/13/13

VERIFICATION

The averments or denials of facts contained in the foregoing are true based upon the signer's personal knowledge or information and belief. If the foregoing contains averments which are inconsistent in fact, signer has been unable, after reasonable investigation, to ascertain which of the inconsistent averments are true, but signer has knowledge or information sufficient to form a belief that one of them is true. The language of this pleading is that of counsel and not of signer. This verification is made subject to the penalties of 18 PA C.S.A. §4904 relating to unsworn falsification to authorities.

  
(Signature)

JAMES J. WAGNER  
  
(Please print name)

DATE: 6-13-13

# **EXHIBIT D**



IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY  
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA  
TRIAL DIVISION – CIVIL

*WAGNER ETAL*

*VS*

*TARGET CORPORATION ETAL*

*February Term 2013*

*No. 03151*

**DOCKETED**

**JUN 14 2013**

**PAUL SALTER**

**CASE MANAGEMENT ORDER  
EXPEDITED TRACK**

AND NOW, 14-JUN-2013, it is Ordered that:

1. The case management and time standards adopted for expedited track cases shall be applicable to this case and are hereby incorporated into this Order.
2. All *discovery* on the above matter shall be completed not later than **02-DEC-2013**.
3. *Plaintiff* shall identify and submit *curriculum vitae and expert reports* of all expert witnesses intended to testify at trial to all other parties not later than **02-DEC-2013**.
4. *Defendant and any additional defendants* shall identify and submit *curriculum vitae and expert reports* of all expert witnesses intended to testify at trial not later than **06-JAN-2014**.
5. All *pre-trial motions* shall be filed not later than **06-JAN-2014**.
6. A *settlement conference* may be scheduled at any time after **06-JAN-2014**. Prior to the settlement conference all counsel shall serve all opposing counsel and file a settlement memorandum containing the following:
  - (a). A concise summary of the nature of the case if plaintiff or of the defense if defendant or additional defendant;
  - (b). A statement by the plaintiff or all damages accumulated, including an itemization of injuries and all special damages claimed by categories and amount;
  - (c). Defendant shall identify all applicable insurance carriers, together with applicable limits of liability.
7. A *pre-trial conference* will be scheduled any time after **03-MAR-2014**. Fifteen days prior to pre-trial conference, all counsel shall serve all opposing counsel and file a pre-trial memorandum containing the following:

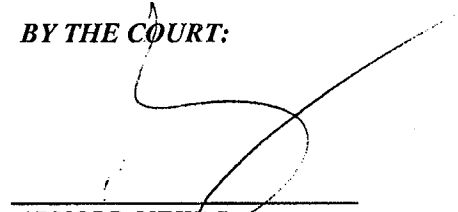
Wagner Etal Vs Target -CMOIS



13020315100016

- (a). A concise summary of the nature of the case if plaintiff or the defense if defendant or additional defendant;
  - (b). A list of all witnesses who may be called to testify at trial by name and address. Counsel should expect witnesses not listed to be precluded from testifying at trial;
  - (c). A list of all exhibits the party intends to offer into evidence. All exhibits shall be pre-numbered and shall be exchanged among counsel prior to the conference. Counsel should expect any exhibit not listed to be precluded at trial;
  - (d). Plaintiff shall list an itemization of injuries or damages sustained together with all special damages claimed by category and amount. This list shall include as appropriate, computations of all past lost earnings and future lost earning capacity or medical expenses together with any other unliquidated damages claimed; and
  - (e). Defendant shall state its position regarding damages and shall identify all applicable insurance carriers, together with applicable limits of liability;
  - (f). Each counsel shall provide an estimate of the anticipated length of trial.
8. *It is expected that the case will be ready for trial 07-APR-2014*, and counsel should anticipate trial to begin expeditiously thereafter.
9. All counsel are under a continuing obligation and are hereby ordered to serve a copy of this order upon all unrepresented parties and upon all counsel entering an appearance subsequent to the entry of this Order.

**BY THE COURT:**

  
\_\_\_\_\_  
**ARNOLD NEWELL**  
**TEAM LEADER**